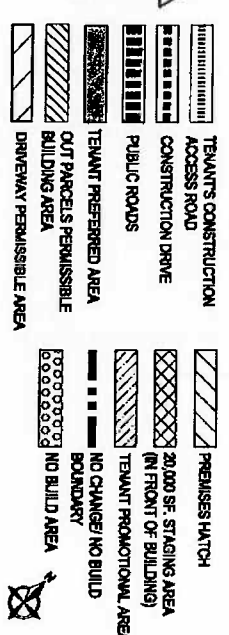


EXHIBIT A

Site Plan

Adjacent Shopping Center (Section 1.01(I))
Premises – crosshatched, with Floor Area and frontage thereof (Section 1.01P)
Outparcel 1, Outparcel 2 and Outparcel 3 - (Section 1.01P)
All buildings within the Shopping Center and Floor Area thereof (Section 1.01S)
Customer Pick-Up Areas (Section 2.01(c))
Car Stereo Parking Areas (Section 2.01(c))
Trash Compactor Area (Section 2.01(c))
Web Order Pick-Up Parking Spaces (Section 2.01(c))
Transformer Pad Area (Section 2.01(c))
Tenant's Preferred Area (Section 2.01(c))
Tenant's Promotional Area (Section 2.01(c))
Staging Area (Section 3.01)
Construction Drive (Section 5.02(b))
Pylon Sign(s) (Section 15.02)
Public Thoroughfares (Section 20.02(a))
No Build Area (Section 20.03(a))
Parking Spaces In Tenant's Preferred Area (Section 20.03(c))
Landlord's permitted outparcel build-out area (Section 22.03(d))
Sidewalk Sales Area (Section 20.03(e))
No-Change Area (Section 20.03(f))
Tenant's Trailer (Section E of Exhibit C)




MANSFIELD POINTE
SWC HWY 287 & HOME DEPOT DR
MANSFIELD, TEXAS
CONTROL #: TBD



EX-A

**CIRCUIT CITY
SITE PLAN
EXHIBIT A**

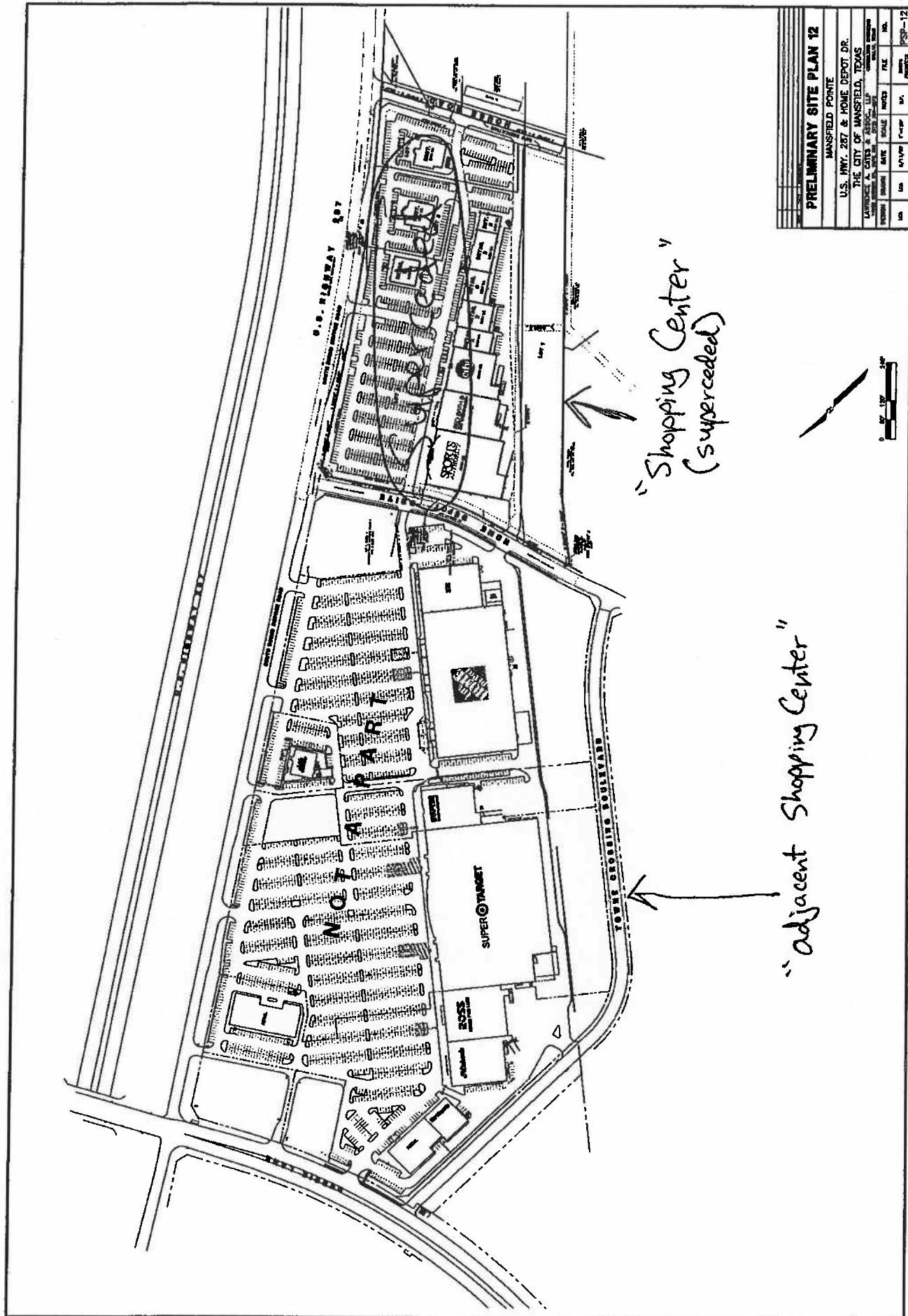


EXHIBIT B

Legal Description of the Shopping Center

BEING a tract of land situated in the S.S. CALLENDER SURVEY, ABSTRACT No. 359, Tarrant County, Texas and being all those certain called 0.15 acre, 1.61 acre and 17.020 acre tracts of land described in deeds to MANSFIELD/SAM, LTD. as recorded in Volume 14798, at Pages 102, 103, 104, and 106, respectively, of the Deed Records of Tarrant County, Texas (DRTCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for a corner at the Northerly Northeast corner of said MANSFIELD/SAM, LTD. called 17.020 acre tract and the most Southeasterly corner of a corner clip for the intersection of the Southerly right-of-way of Home Depot Drive (60 foot public right-of-way) and the Westerly right-of-way of U.S. Highway 287 (variable width public right-of-way);

THENCE South 35°41'13" East along the Westerly right-of-way of U.S. Highway 287 for a distance of 126.94 feet to a brass capped monument found for corner at a common corner of said MANSFIELD/SAM, LTD. called 17.020 acres, 0.15 acre and 1.61 acre tracts;

THENCE South 35°43'27" East and continuing along the Westerly right-of-way line of U.S. Highway No. 287 for a distance of 231.59 feet to a brass capped monument found for the beginning of a curve to the left having a radius of 5944.58 feet and a chord bearing South 39°43'25" East at a distance of 843.99 feet;

THENCE Southeasterly and continuing along said curve to the left and following along the Westerly right-of-way line of U.S. Highway No. 287 through a central angle of 08°08'29" for an arc length of 844.70 to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner at an easterly corner of said MANSFIELD/SAM, LTD. called 1.61 acre tract;

THENCE South 60°33'32" West and departing the Westerly right-of-way line of U.S. Highway 287, for a distance of 153.84 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner;

THENCE North 71°31'45" West for a distance of 11.32 feet to a 5/8 inch iron rod found for corner at a common corner of said MANSFIELD/SAM, LTD. called 1.61 acre tract and aforesaid 0.15 tract;

THENCE South 26°19'46" West for a distance of 14.93 feet to a 1/2 inch iron rod found for corner at a common corner of said MANSFIELD/SAM, LTD. called 0.15 acre tract and aforesaid 17.020 acre tract;

THENCE South 60°33'32" West for a distance of 453.19 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner at the most southerly corner of said MANSFIELD/SAM, LTD. called 17.020 acre tract;

THENCE North 46°33'17" West, a distance of 1100.54 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner;

THENCE North 53°04'49" West for a distance of 219.33 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner at the most westerly corner of said MANSFIELD/SAM, LTD. called 17.020 acre tract, said point also being in the Southerly right-of-way line of the aforementioned Home Depot Drive (60' right-of-way) and being the beginning of a curve to the right having a radius of 1010.21 feet with a chord bearing of North 72°25'05" East at a distance of 9.40 feet;

THENCE Northeasterly along said curve to the right and following along the Southerly line of said Home Depot Drive through a central angle of 00°32'00" for an arc length of 9.40 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for the point of tangency;

THENCE North 72°41'05" East and continuing along the Southerly line of said Home Depot Drive for a distance of 299.42 feet to a 1/2 inch iron rod with red plastic cap stamped "W.A.I." for the beginning of a curve to the left having a radius of 660.00 feet and a chord bearing North 63°29'54" East at a distance of 210.73 feet;

THENCE Northeasterly continuing along said curve to the left through a central angle of 18°22'22" for an arc length of 211.64 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner;

THENCE North 54°18'43" East and continuing along the Southerly right-of-way line of said Home Depot Drive for a distance of 292.72 feet to a 1/2 inch iron rod found with red plastic cap stamped "W.A.I." for corner;

THENCE South 80°41'15" East and continuing along the Southerly right-of-way line of said Home Depot Drive for a distance of 35.35 feet to the POINT OF BEGINNING and CONTAINING 18.7828 acres of land, more or less.

EXHIBIT C

Site Design Requirements

Site Design Requirements

Reverse Build to Suit Deals

Circuit City Stores, Inc.

Mansfield, TX

#3809

8/17/2007

These Site Design Requirements (SDR's) are attached to and made part of the Lease Agreement. These SDR's are intended to allocate responsibility between Landlord and Circuit City for the work needed to prepare the Premises for Circuit City's occupancy. Terms with capital letters which are defined in the Lease Agreement and used in the SDR's shall have the same meaning.

1. Landlord's Work

Landlord shall be responsible for all work as described in Section 1, "Landlord's Work". Landlord's Work shall be performed in a good and workmanlike manner. Landlord's engineers, surveyors, architects, consultants and contractors shall be bondable, all licensed in the state where the shopping center is located, and of good reputation. Landlord's Work shall be performed at Landlord's sole cost and expense, and in accordance with all applicable laws and regulations, these SDR's, the Construction Schedule (Attachment 2), and the Civil Plans (Attachment 7).

In the event that any portion of the Landlord's Work requires minor adjustments in order to satisfy the requirements of these SDR's, Circuit City may direct its contractor to make such minor adjustments, the total cost of which shall be reimbursed by Landlord to Circuit City upon demand in a sum not to exceed Five Thousand and no/100 Dollars (\$5,000.00). Landlord may only have a five (5) day right to cure if the Landlord has furnished within 24 hours proof that this minor adjustment has been previously paid for and was included in the Landlord's original contract with the Landlord's contractor.

A. Site Delivery Work - All of the Landlord Work described in one (1) through twelve (12) below is referred to collectively as the "Site Delivery Work". Upon completion of the Site Delivery Work, Landlord shall deliver to Circuit City the "Site Work Certificate" (Attachment "3"), at which time "Delivery of Land" as described in the Lease shall be deemed to have occurred. If any portion of the Site Delivery Work has not been completed to Circuit City's satisfaction, Circuit City shall promptly notify Landlord, and Landlord shall be obligated to correct any incomplete or unacceptable work as a condition precedent to Delivery of the Land.

1. Provide the Geotechnical Reports and Geotechnical Reliance Letter (Attachment "8").
2. Provide the Environmental Reports and Environmental Reliance Letter (Attachment "9").
3. Cause the proposed development of the Shopping Center and its Civil Plans to comply with the Geotechnical Report and with the Circuit City Specifications (Attachment "1").
4. Cause the land upon which the Circuit City building will be constructed (which includes the areas occupied by the Building, loading dock well, trash compactor, and sidewalks) to be free and clear of all obstructions, foundations, rock, footings, utilities, easements, improvements, and tenancies. Any rock removal performed by the Landlord must be completed as described in the Circuit City Specifications. The Circuit City Specifications shall take precedent over the Geotechnical Report with regards to rock removal.
5. Cause the land on which the Shopping Center is situated, including the Building Pad, to be delivered free of all Hazardous Materials.
6. Cause the land on which the Shopping Center is situated, including the Building Pad, to be graded in accordance with the Geotechnical Report, the Civil Plans, and the Circuit City Specifications.
7. Complete the Building Pad in accordance with the Geotechnical Report, the Civil Plans, and the Circuit City Specifications. If there are discrepancies between the Circuit City Specifications and the Geotechnical Report or Civil Plans, the Circuit City Specifications shall take precedent. The term "Building Pad" shall mean the footprint of the Circuit City Building plus a minimum of ten (10) feet beyond such footprint (except when the fifteen feet falls within the building pad of an adjacent tenant), and the areas occupied by the loading dock well, trash compactor, and sidewalks.
8. Obtain governmental approvals necessary to complete all on-site and off-site work shown on the Civil Plans, including all approvals, which must be obtained as a condition to issuance of Circuit City's building permit.

Site Design Requirements

Reverse Build to Suit Deals

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9. Obtain all planning and zoning approvals, if any, from governmental authorities having jurisdiction over the Shopping Center which are necessary to allow the issuance of Circuit City's building permit and the completion of the Circuit City building.
10. Complete: (a) at least one curb cuts for the Tenant's Preferred Area at location shown on Exhibit A, (b) 20,000 square feet of Staging Area outside of but adjacent to the Building Pad, to either be paved or stone to provide for all weather use, and (c) a twenty four (24) foot wide all-weather construction access road connecting the existing adjacent roadway to the Building Pad, to be maintained by the Landlord in good condition throughout the construction of the Common Areas.
11. Provide temporary utilities as described in the Circuit City Specifications to within five (5) feet of the Staging Area, at locations designated by Circuit City, and in accordance with the dates on the Construction Schedule.
12. Satisfy the additional requirements set forth in "Approvals and Payment of Fees" below.

B. Additional Landlord's Work. - In addition to the Site Delivery Work, Landlord shall complete the following as part of Landlord's Work:

1. The construction and installation of Circuit City's permanent utilities in accordance with the Circuit City Specifications.
2. The construction and installation of paving, (light duty and heavy duty), sidewalks, curbing, landscaping, and exterior lighting in accordance with the Geotechnical Report, the Civil Plans, and Circuit City Specifications.
3. The construction and installation of the monument and pylon signs in accordance with the Civil Plans, and Circuit City Specifications.

C. Approvals and Payment of Fees - As a condition of completing the Site Delivery Work, Landlord shall be obligated (a) to obtain all governmental and third party approvals, permits, and authorizations which must be obtained prior to the issuance of a building permit for the construction of the Circuit City building which Circuit City will be required to obtain, and (b) to pay all fees and assessments, including impact fees (regardless of how such fees may be defined or described) which must be paid as a condition to issuance of a building permit for the construction of the Circuit City building.

D. Survey - Landlord shall provide Circuit City with a current ALTA survey, and provide the ALTA survey Certificate (Attachment "6") in accordance with the Construction Schedule.

E. Civil Plans - Landlord shall deliver to Circuit City full and complete Civil Plans in accordance with the Construction Schedule. The Civil Plans will be attached to these SDR's as Attachment "7". The Civil Plans shall be subject to Circuit City's approval. Circuit City's approval of the Civil Plans shall be for compliance with the Circuit City Specifications only, and for no other purpose. To the extent that there is a conflict between the Civil Plans and the Circuit City Specifications, the Circuit City Specifications shall control.

F. Sign Plans - Landlord shall submit to Circuit City all plans and specifications for the pylon and monument signs contained or to be constructed within the Shopping Center, for Circuit City's written approval, which shall not be unreasonably withheld. Landlord shall submit to Circuit City any signage plans and design criteria that may impact Circuit City's building signs, and the monument and pylon signs. Attached as Attachment "5" are the Sign Plans and Specifications plans for Circuit City's building, pylon and monument signage, which Landlord hereby approves.

G. Landlord Deliverables - The Landlord shall provide the deliverables as described in the Circuit City Development Process (Attachment "10").

Site Design Requirements

Circuit City Stores, Inc.

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2. Circuit City's Work

A. Building Construction - Following Delivery of the Land, Circuit City shall commence and pursue to completion the construction of the Circuit City building described in the Lease as the "Premises". Except as otherwise expressly provided in the SDR's or the Lease, and subject to the terms of the Lease regarding payment of the Landlord Reimbursement, all costs and expenses incurred by Circuit City in connection with constructing the Premises shall be borne by Circuit City.

B. Plans and Specifications - Circuit City shall prepare plans and specifications for the construction of the Premises which shall be submitted to the Landlord for its approval in accordance with these SDR's. Landlord shall respond to Circuit City's request for approval within ten (10) business days, and shall be obligated to approve Tenant's plans and specifications so long as they are consistent with Circuit City's current prototype and the Floor Plans and Elevations (Attachment "4"). In the event that the Landlord does not notify Circuit City that it disapproves the plans and specifications within ten (10) business days, the plans and specifications shall be deemed approved. Circuit City's plans and specifications shall not be changed by Circuit City without the prior written consent of Landlord, provided that any changes made by Circuit City to its prototypical store design shall not be subject to Landlord's prior approval and shall be deemed approved by the Landlord. Following Landlord's approval of the Circuit City's plans and specifications, any changes requested by Landlord shall be subject to Circuit City's approval, which approval may be withheld in Circuit City's sole discretion for any reason or no reason, and if approved by Circuit City, any incremental costs associated with such changes shall be made at Landlord's sole cost and expense.

C. Permits - Circuit City shall obtain those certain building permits, licenses, other governmental approvals, and temporary and permanent certificates of occupancy which may be required for the lawful construction of the Premises (excluding Landlord's Work) in accordance with these SDR's. Landlord shall be obligated to assist and cooperate fully with Circuit City in obtaining such permits, licenses, approvals and certificates. Landlord shall be responsible for all other permits necessary for the development of the Shopping Center.

3. Attachments

A. Attachments - The following are attached to these SDR's and made a part hereof for all purposes.

1. Circuit City Specifications
2. Construction Schedule
3. Site Work Certificate
4. Floor Plan and Elevations
5. Sign Plans and Specifications
6. ALTA Survey Certificate
7. Civil Plans
8. Geotechnical Reliance Letter
9. Environmental Reliance Letter
10. Circuit City Development Process

Site Design Requirements

Reverse Build to Suit Deals

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Attachment "1" – Circuit City Specifications

- 1. Grading Specifications**
- 2. Utility Specifications**
- 3. Paving and Lighting Specifications**

(to be attached)

Site Design Requirements **Reverse Build to Suit Deals**
 Circuit City Stores, Inc. Mansfield, TX #3809 8/17/2007

GRADING SPECIFICATIONS – RBTS DEALS

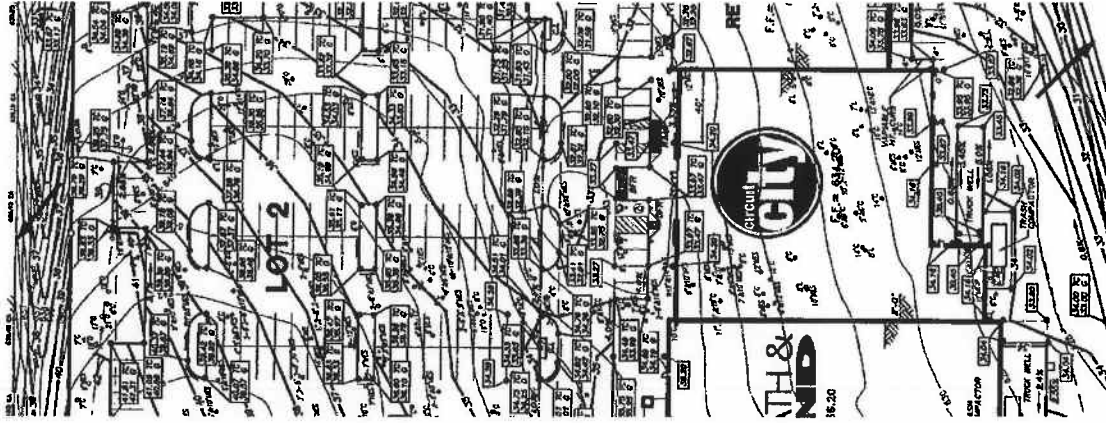
GRADING SPECIFICATIONS: Grading Requirements:

- The Civil Plans shall show contours in accordance with standard engineering practice and these contours shall be shown with the existing and final elevations.
- The Building will be accessible by grade level parking only. Steps and stairs are not permitted.
- Sidewalk at the Building will slope away from the Building with grade of no less than 1.0% and no more than 3.0%. All Water shall be sheet drained away from the Circuit City doors.
- Asphalt or concrete paving areas will be graded to avoid ponding water, with slopes of no less than 1.0% and no more than 5.0%. Entrances and access drives shall have a maximum slope of 6.0%.
- Surface drainage swales will not be allowed without prior approval of Circuit City. Such swales must have a grade of no more than 5% and shall be constructed of concrete.
- No retaining walls or embankments causing breaks in grade shall be permitted unless specifically approved by Circuit City, with the exception of a drainage swale along US Highway 287 and a 4:1 slope embankment adjacent to rear drive as shown in attached grading plan → Slope Embankment

GRADING SPECIFICATIONS – RBTS DEALS

GRADING SPECIFICATIONS: Building Pad

- Landlord shall be responsible for preparing the Building Pad subgrades to within plus or minus one-tenth of a foot as set by Landlord's Civil engineer. Circuit City's subgrades are 8" below finished floor elevation.
- Compaction of the building pad shall be no less than ninety-five percent (95%) of the standard proctor soil test for water content and compaction levels (Standard Proctor) on the Land, so as to enable Circuit City to perform construction work necessary to provide improvements in accordance with the Plans and Specifications with standard drilled piers and without the necessity of pilings or other extraordinary foundation work.
- All compacted areas of the Land shall be verified by an independent professional soils engineering test laboratory and a certificate from such independent laboratory indicating compliance with Landlord's Soils Report shall be furnished to Circuit City upon completion of the Site Delivery Work.
- The Building Pad soil shall have a minimum bearing capacity of 2,500 pounds per square foot, with a maximum differential settlement of $\frac{1}{2}$ " and a maximum total settlement of 1". Earth stabilization and/or replacement shall be performed by the Landlord as necessary to meet this minimum requirement.
- During the preparation of the Building pad, Landlord shall at its expense have an independent professional soils engineering laboratory monitor and certify the preparation of the Building Pad in accordance with Landlord's Soils Report. Landlord shall perform one in-place compaction test per 5,000 square feet of pad area per lift.
- All material, including native and fill, within two (2) feet of the any surface of the Building finish floor concrete, shall be non-expansive with a plasticity index of 15 or less. The material shall also have a sufficient cohesion to stand vertical for three feet. No oversize material or lumps greater than 6" in diameter will be allowed and not more than 15% of the material shall be greater than 2 $\frac{1}{2}$ " diameter. Landlord must remove any existing rock within five feet of Circuit City's proposed foundation prior to pad delivery, so that construction of the Building can be completed without any rock excavation by Circuit City.
- The Civil Plans shall not be materially changed by Landlord without the prior consent of Circuit City, which consent shall not be unreasonably withheld or delayed.
- All outlets or future building areas shall be rough graded and planted with grass seed.



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UTILITIES SPECIFICATIONS – RBTS DEALS

Temporary Utilities:

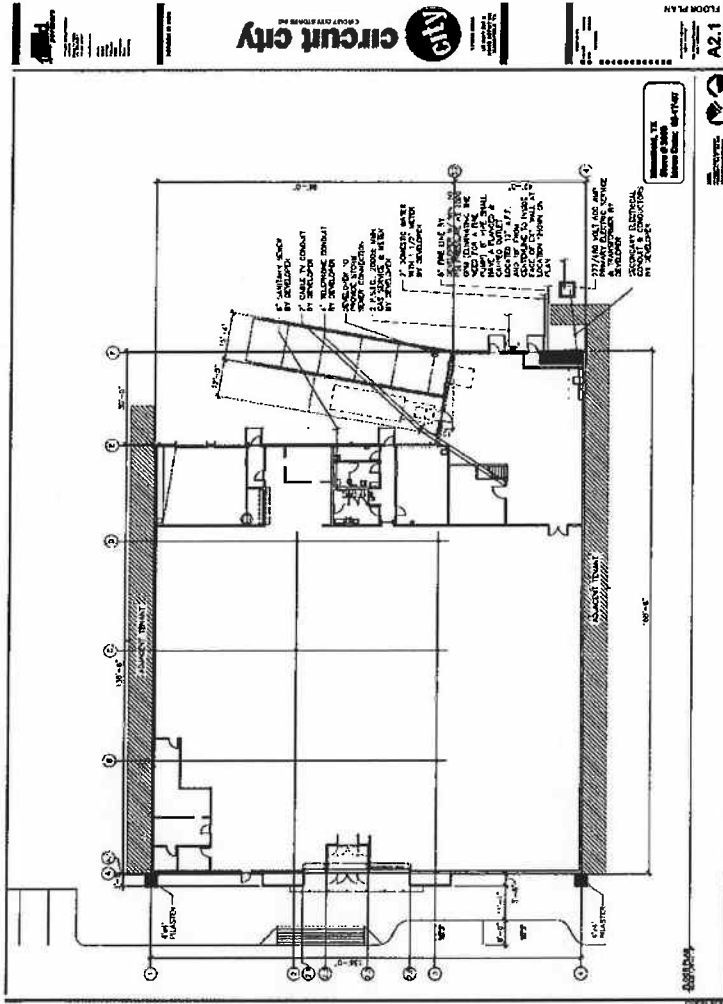
Landlord will provide the following temporary utilities to the Staging Area, in a location selected by Circuit City, no later than the date for completion of such temporary utilities set forth in the Construction Schedule (Attachment "2"):

- A 3/4" water line with sufficient pressure that pumping is not necessary for typical construction use. If the 8" sprinkler main is already installed into the building, then the 3/4" water line may be tapped onto the end cap.
- 200 amps, 1 phase, 4 wire, 120 volt electric power, with weatherproof and rainproof disconnect switch.
- Telephone service

Permanent Utilities:

Landlord will provide the following permanent utilities to within five (5) feet of the Building (unless notes otherwise below), at Circuit City's designated entry points as shown on this drawing. Paving shall not cover the stub points for these utilities. All utilities will be provided no later than the date set forth on the Construction Schedule (Attachment "2"):

- 2" Gas Service and Meter to be installed by Gas Company
- 4" Telephone Conduit
- Cable TV conduit
- Secondary electric service to Circuit City's designated point of termination within five (5) feet of the Building, adequate for an 800 amp panel, 3-phase, 277/480 volt service. Landlord will supply conduit from transformer to Circuit City building. Landlord to reimburse Tenant for cost of secondary electric service from transformer to within five (5) of the building.
- Storm Sewer System to locations as shown on the Civil Plans
- 6" Sanitary Sewer line
- 2" Domestic Water line
- 8" fire protection water line with a minimum of 50 pounds per square inch residual pressure at 2000 gallons per minute flow, with sufficient capacity to service Circuit City's sprinkler system without the need for a fire pump, as approved by Circuit City's fire protection consultant. The line should be provided to Circuit City's designated point of termination within the Building. The line shall have a flanged and capped outlet located 12" above the finished floor and 18" from the pipe's centerline to the inside face of the exterior wall. The location shall be coordinated with Circuit City's sprinkler contractor and shall conform to the requirements of all authorities having jurisdiction.



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PAVING AND LIGHTING SPECIFICATIONS – RBTS

PAVING SPECIFICATIONS: Parking Area and Roadway Surfacing

- Paving design shall be based on a design period of twenty (20) years for the traffic indices specified by an independent civil engineer approved by Circuit City and compensated by Landlord.
- All pavement design shall be subject to review and approval by Circuit City, and shall conform to the recommendations of Landlord's Soils Report.
- Heavy duty paving must be used in the main drives and service areas as required by Landlord's Soils Report.

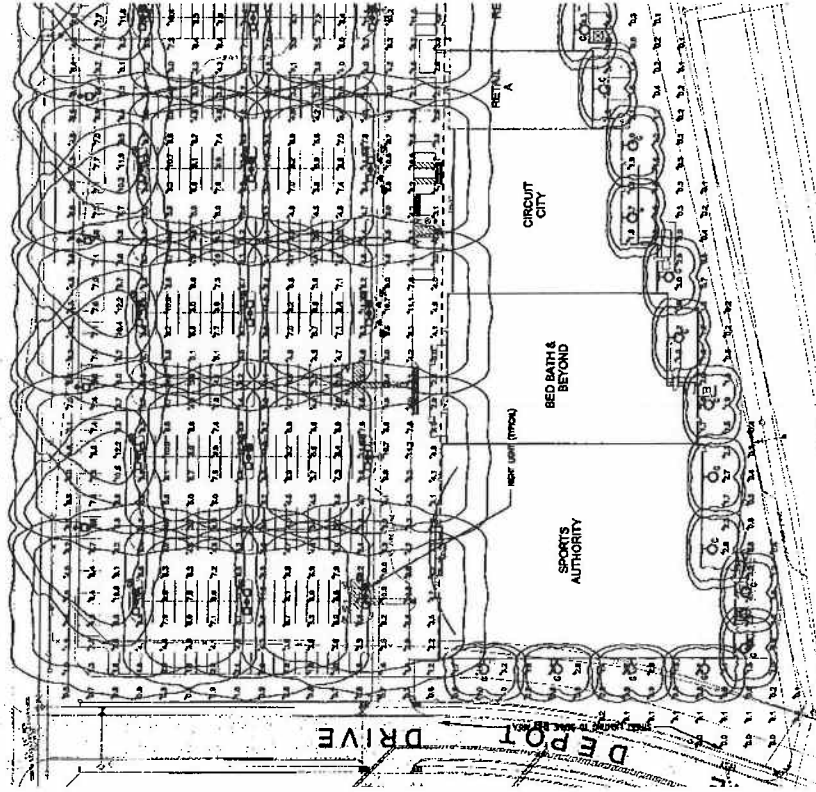
PAVING SPECIFICATIONS: Sidewalks and Curbs

- Landlord shall provide and install all curbs and sidewalks including perimeter curbs and sidewalks, except for the sidewalk directly in front of the Building.
- All sidewalks and curbs shall be constructed of concrete and shall have a minimum slope of 1.5% and a maximum slope of 3.0% away from the Building. All sidewalks and curbs shall be a minimum of four (4) inches thick, with a rough non-skid texture, over a suitable granular base. Salt finish is not acceptable.
- Entrance and access roads shall have six (6) inch curbs with eighteen (18) inch gutters. However, next to sidewalks and buildings when drainage is not a factor a straight six (6) inch curb without gutters shall be permitted. Parking lot islands and landscape enclosures shall have vertical type curbs. All curbs, and curb and gutters shall be concrete. Extruded asphalt curbing shall not be used.

SHOPPING CENTER LIGHTING SPECIFICATIONS: Design Standards

- Landlord shall prepare and submit plans to Circuit City that show the photometrics, location and height of all light poles, type of fixtures, fixture shielding (if any), circulating, and details of the complete lighting arrangement and equipment.
- Illuminations as measured at the pavement shall be:
 - o 5.0 foot candles minimum maintained within 50 feet of the Building entry
 - o 5.0 foot candles average maintained throughout the parking lot and drives
- Landlord shall allow Circuit City to illuminate the entry soffit up to a minimum of 40 foot candles. Landlord to illuminate and install the entry lower with four (4) 400 watt metal halide light fixtures mounted 25' high on the two (2) light poles approximately 100' from the Circuit City's front entry.
- Twenty-five percent (25%) of the overall lighting shall be designated as security lighting, and shall remain on from dusk until dawn. The security lighting layout and pattern shall be subject to Circuit City's approval.
- Fixture types for both the parking lot lights and the building facades shall be as shown on approved Landlord photometric plan date:
- Landlord shall install a seven-day time switch to control all parking lot lighting wired to a common house panel. All security lighting shall be placed on photo-cell switching.
- The control of parking area lights shall be coordinated with local shopping center manager and Circuit City's local store management due to late-night and holiday sales.

U.S. HIGH WAY 287



Site Design Requirements**Reverse Build to Suit Deals**

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Attachment "2" – Construction Schedule

Landlord's Tasks	Completion Date
I SITE DELIVERY WORK	
Landlord's delivery of the Geotechnical Report.	<u>5/25/2007</u>
Landlord's delivery of the Environmental Report.	<u>3/14/2007</u>
Landlord's delivery of the Geotechnical Reliance Letter (Attachment "8").	<u>5/25/2007</u>
Landlord's delivery of the Environmental Reliance Letter (Attachment "9").	<u>5/25/2007</u>
Landlord's delivery of Civil Plans.	<u>6/6/2007</u>
Landlord's completion of the Site Work including delivery of the Site Work Certificate (Attachment "3"); construction of staging area, all-weather construction access road, and installation of temporary utilities.	<u>3/8/2008</u>
II ADDITIONAL LANDLORD'S WORK	
Construction and installation of permanent utilities.	<u>5/8/2008</u>
Construction and installation of: paving, curbing, sidewalks, landscaping, and exterior lighting.	<u>8/1/2008</u>
Construction and installation of pylon signs identifying the Shopping Center.	<u>8/1/2008</u>